

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**CASSIE GREEN a.k.a  
CASSIE HAYES-MCDONALD,**

**Plaintiff,**

**v.**

**EQUIFAX INFORMATION SERVICES,  
LLC; AMERICOLLECT, INC.;  
PENNSYLVANIA HIGHER EDUCATION  
ASSISTANCE AGENCY PARENTS'  
ASSOCIATION, INC.; FIRST PREMIER  
BANK; BARCLAYS BANK DELAWARE;  
ALLY FINANCIAL, INC.; AND COMENITY,  
LLC,**

**Defendants.**

**CIVIL ACTION NO.  
4:20-CV-01096**

**DEFENDANT COMENITY, LLC'S  
MOTION TO COMPEL ARBITRATION AND TO DISMISS**

COMES NOW Defendant Comenity, LLC (“Comenity”) and hereby moves this Court to compel arbitration and to dismiss the claims asserted against Comenity by Plaintiff Cassie Green a/k/a Cassie Hayes-McDonald (“Plaintiff”), stating as follows:

1. The claims in this case relate to a Torrid credit card that Plaintiff opened with Comenity’s subsidiary, Comenity Bank.
2. When Plaintiff opened the Torrid credit card account with Comenity, one of the documents Plaintiff consented to was an account agreement that included an arbitration provision.
3. Under the express terms of the arbitration provision, Plaintiff agreed that any dispute between her and Comenity would be subject to arbitration.
4. Despite the clear language of the arbitration provision, Plaintiff filed this lawsuit against Comenity in this Court, alleging that Comenity violated the Fair Credit Reporting Act

(“FCRA”) by failing to conduct a proper investigation of Plaintiff’s dispute and by failing to review all relevant information available to it. *See* Compl. ¶¶ 76-77, 83-84.

5. Because these claims are covered by a valid and binding arbitration provision between the parties, Comenity moves this Court to compel Plaintiff’s claims against it to arbitration and to dismiss those same claims.

6. Comenity’s Suggestions in Support of this Motion are being filed simultaneously herewith and are incorporated by reference herein.

WHEREFORE, Comenity requests that this Court enter an Order compelling Plaintiff’s claims against Comenity to arbitration and dismissing Plaintiff’s claims against Comenity.

Respectfully submitted this 12<sup>th</sup> day of October, 2020.

/s/ Ryan S. Rummage

Ryan S. Rummage (Missouri Bar No. 69871)

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Attorney for Defendant

COMENITY, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of the foregoing document by Notice of Electronic Filing on all counsel of record on this the 12<sup>th</sup> day of October, 2020:

*s/ Ryan S. Rummage*

OF COUNSEL